EASTMAN KODAK COMPANY
Document Imaging Products and Services
Care Kit Extended Warranty and Post Warranty Agreement Terms and Conditions
(United States and Canada)

Eastman Kodak Company ("Kodak") and you, the customer ("Customer") **enter into these Care Kit Extended Warranty and Post Warranty Agreement Terms and Conditions (the "Agreement") and** agree that the terms and conditions of this Agreement will apply to the provision of services by Kodak for the products defined below located in the United States, Hawaii, Alaska and in Canada for equipment located within 325 road Km of a Kodak Service City, excluding Yukon and Northwest Territories, Northern Quebec, Labrador, and other remote areas. In order to obtain uninterrupted service, this Agreement must be purchased prior to expiration of the original equipment warranty and registered with Kodak within 10 days of purchase, or in the case of a Care Kit Extended Warranty and Post Warranty Agreement, prior to the renewal date of such Agreement. The term of a Care Kit Extended Warranty Agreement is one, two or three years' coverage from the date of Equipment or Software purchase or installation. **Kodak reserves the right to confirm the date of purchase before providing Agreement coverage**.
Generally, the mainframe and all components of a Product (as defined herein) that are mechanically, electronically, or remotely interconnected must be inspected, tested and adjusted as one operating unit to diagnose and correct malfunctions effectively. Therefore, if a Product is covered under an Agreement, all interconnected components of that Product must also be covered by warranty or the same level of service that is provided under this Agreement.

1 **Products.** Products covered by this Care Kit Extended Warranty and Post Warranty Maintenance Agreement (the "Agreement") are commercial office equipment manufactured by Eastman Kodak Company (the "Products"), non-make or model specific, used by customers in an office environment.

2 **Customer Responsibilities.** Customer will designate an authorized representative for the purpose of interacting with Kodak's service personnel. The Customer representative and the Customer must:

a) provide initial problem-solving assistance to site users;
b) coordinate all requests for assistance and act as liaison with Kodak service personnel;
c) perform appropriate problem analysis and corrective actions by following troubleshooting instructions and remedial actions as prescribed by Kodak;
d) maintain system and Product documentation and install software updates, maintenance upgrades and patches supplied by manufacturers;
e) perform preventative maintenance and error recovery procedures as defined in the individual Products' users manual;
f) supply consumable items or other components that are replaced due to normal wear and/or as specified in the relevant manufacturer's manual(s);
g) provide service personnel with immediate access to the Products when service is requested;
h) when necessary, supply and maintain a modem and communication software approved by Kodak which satisfies the respective manufacturer's Product specifications.
i) keep the site environmental ranges within the specifications set forth by the manufacturer of the relevant Product ;
j) provide continuous and appropriate resource availability during problem resolution.

Failure to meet these obligations may result, at Kodak's sole option, in the imposition of additional charges at prevailing Per-Call rates or immediate termination of this Agreement upon notice to Customer.

2.1 ***Customer Software***. Prior to service commencing on computers with hard drives, Customer is responsible for creating a back-up copy of the file from the hard drive. Kodak is only responsible for formatting (if required) and transferring those files deemed necessary for formatting as more precisely outlined in the Kodak formatting procedures for specific Products. Customer is responsible for restoring data. Kodak shall not be held liable for any damages arising from or relating to the loss of data, any software or any other information contained on a computer or similar device, or contained in or stored on a Product

2.2 ***Product Condition***. Customer warrants that the Product covered by this Agreement (a) is in proper operating condition, (b) is without any unauthorized modifications, (c) has all safety features in working condition, and (d) has been maintained in accordance with manufacturer's Product performance specifications. Kodak reserves the right to inspect the Product and site installation to confirm that Products meet those conditions. At Kodak's discretion, such inspection and any repairs necessary to bring the Product up to those conditions shall be treated as Per-Call Service. If at any time Customer fails to maintain the Product in proper operating condition as described above, Kodak may cancel this Agreement immediately upon written notice to Customer.

3 **How to Obtain Service.** In order to obtain service, Customer must call Kodak's Customer Support Centers and provide the Product's K-number or serial number, which number shall be located on the respective Product(s).

USA:	1-800-356-3253
Canada (except Toronto and the province of Quebec)	1-800-268-1567
Toronto	416-766-8400
Providence of Quebec	1-800-268-1534

4 **Types of Service Available.**

4.1 ***Telephone Support***. Kodak will provide toll-free telephone support between 8:00 a.m. and 5:00 p.m., Monday through Friday, Customer local time.

4.2 ***On-Site Service***. Kodak will provide on-site service between 8:00 a.m. and 5:00 p.m., Monday through Friday, Customer local time. On-Site Service includes adjustments and/or replacement of parts required to maintain Products operating consistently within manufacturer's published specifications.

4.3 ***Periodic Maintenance***. Periodic Maintenance ("PM") services will consist of routine maintenance services required to keep the Products in proper operating condition. Additional scheduled PMs may be purchased to supplement coverage. *Note: PM services MAY NOT be included in the Standard Plan for a particular Product*.

4.4 ***Extended Hours***. Depending upon local service capabilities, available extended hour plans include 5-, 6-, and 7-day, 8-, 16-, and 24-hour options at additional cost. Kodak will use commercially reasonable efforts to provide Service outside of Agreement Hours as shown below. Any such service performed will be billed at prevailing Kodak Per Call Overtime rates.

4.5 ***Holidays***. Contract support will not be provided on National holidays (New Years, Memorial, Independence, Labor, Thanksgiving and Christmas Days) and Kodak holidays. Support is available at on a best efforts basis at prevailing Per-Call Holiday rates.

4.6 Response Time Kodak's objective is to provide service during Kodak's normal working hours, within the following time frames:

In the USA

Distance from Kodak Service City	Within Agreement Hours
Zone 1 (0 to 50 Miles)	4 hours
Zone 2 (51 to 100)	4 hours
Zone 3 (Over 100 Miles)	Next Business Day
Over 200 miles	Contact Kodak

In Canada

Distance from Kodak Service City	Within Agreement Hours
0-80 Km	4 hours
81-160 Km	6 hours
161-325 Km	12 hours
Beyond 325 Km	Not Available

Kodak will use its best commercial efforts to meet its response time objectives, provided however Kodak is not liable for any failure to do so.

4.7 ***Advanced Unit Replacement ("AUR") Support (if applicable)***. If Kodak determines a Product is not operating consistently within manufacturer's specifications, Kodak will provide next day AUR subject to availability of courier service. The replacement Product will perform at the minimum specifications of the current Product, but may not be the exact make and model. When AUR support is necessary, Kodak will ship the replacement unit to Customer's location, transportation prepaid. Upon delivery of a replacement unit, Customer must place the malfunctioning unit in the shipping case, apply the enclosed labels and call the carrier for pickup within 5 business days after receiving the AUR. Kodak will pay the return transportation charges. If the Customer has not returned the malfunctioning unit within 10 business days, Customer will be invoiced the list price of the unit and becomes responsible for such charge.

4.8 ***Software Product***.

a. Kodak will provide Maintenance Upgrades, Software Patches and telephone assistance of a technical nature on ***licensed Kodak Software Product*** only. Kodak may issue Maintenance Upgrades or Patches and/or provide for on-site services necessary to correct errors that significantly affect software performance in accordance with Kodak's Software Product operating specifications. Unless Product documentation states otherwise, support will be provided for the current and previous Version Release of the ***licensed Kodak Software Product.*** For ***licensed Kodak Software Product,*** Maintenance Upgrades and Patches are at no charge and include one copy of the user's manual and/or changes.

b. Kodak reserves the right to develop new features and functionality improvements, which will be offered to Customers as Version Releases under a separate price schedule. Kodak Capture Pro software must not have a lapse in maintenance coverage in order to entitle the user to free Version Releases.

c. All software and/or changes are subject to the terms and conditions of the Kodak Software License Agreement that was in effect at the time the software was licensed from Kodak. License Terms are applicable as long as the software is being used, even if maintenance services are no longer available.

d. Some Kodak Software Products are licensed under a Renewable Software License Agreement which includes an annual license fee that entitles Customer with a "Right to Use" the software and to receive the maintenance services defined above as long as maintenance services are available.

e. **Parts.** Items as referenced in the manufacturer's manual(s)] required to maintain Products operating consistently within manufacturer's published specifications may not be included in this Agreement and will be invoiced separately. Parts or components replaced by Kodak will be either new or remanufactured to Kodak new product standards. Parts removed from the system and replaced at no charge become the property of Kodak. **NOTE**: If Kodak determines that Parts needed to maintain or repair Products are not available, Kodak will cancel the Agreement and issue a prorated credit for any remaining prepaid coverage.

5 **Property of Kodak.** Maintenance material, tools, documentation, diagnostics and test equipment provided by Kodak shall remain the exclusive property of Kodak.

6 **Limitations.** The Services outlined in these terms are Kodak's only obligation. Kodak will not be responsible for any indirect, incidental, consequential or special damages resulting from the sale, use or improper functioning or inability to use the Products and/or related software, regardless of the cause, nor will Kodak be responsible for damages of any nature that are not caused by Kodak or are caused by circumstances out of Kodak's control. Such damages for which Kodak will not be responsible include, but are not limited to, loss of revenue or profit, loss of data, downtime costs, loss of use of the Product, cost of any substitute Product, facilities or services. This limitation of liability will not apply to claims for injury to persons or damage to tangible property caused by the sole negligence or fault of Kodak or by persons under its direction or control.

7 This Agreement does not cover, and Kodak shall not be responsible for:

a) operating system services (e.g., database maintenance/recovery, product integration or application support,

b) system administration services (e.g., system restarts, error monitoring and reporting basic system matters, including restoring the database);

c) network system administration (e.g., installation of new software packages, maintenance of user and group accounts, solving network problems, performing system maintenance functions, monitoring networks, installing application software, maintaining configurations

d) consultation services;

e) version release or software support to other than licensed Kodak Software Products;

f) Product installation, set-up, configuration or other non-repair services;

g) cable and installation of cable runs or any acquisition of permits

h) Customer training;

i) circumstances beyond Kodak's control (such as customer overriding, bypassing or defeating interlock switches on equipment or devices sold by Kodak or any other 3rd party);

j) problems due to failure of Customer to conform to Kodak's site specifications provided in the manufacturer's documentation;

k) time spent in locating Product not at the specified location or waiting for Product availability;

l) relocation of Product or service associated with relocation;

m) seasonal hibernation (de-installation) and reactivation (re-installation);

n) service or parts associated with any unauthorized modifications, attachments or service;

o) rebuilding or reconditioning of Product;

p) misuse or abuse of Product;

q) or failure to follow Kodak's operating instructions or instructions provided by the manufacturer.

Kodak may provide, at its sole discretion, service in these situations under the Per-Call terms and at prevailing Per-Call rates.

8 **Confidentiality of Customer Data.** Kodak does not wish to receive any confidential information of Customer in the course of providing maintenance services, and Customer is expected to take all reasonable precautions to avoid disclosing any of its confidential information or that of its customers, employees or clients ("Confidential Information") to Kodak and its employees or contractors. However, in the event that Kodak's employees or contractors become exposed to Confidential Information, Kodak will ensure that such information is protected against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as Customer uses to protect its own information of a like nature.

9. Governing Law
This Agreement will be governed by and construed in accordance with the substantive laws of the State of New York as applied to agreements entered into between two residents of the State of New York, without regard to its conflict of laws principles.

13. Use of Other Party's Name
Except as necessary to perform their obligations under this Agreement, neither party may make any reference to the other party, its trademarks or trade names in advertising, public announcements, or promotional materials without express written permission from the other party.

14. Severability
If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement remains in effect, the legality, validity and enforceability of the remaining provisions shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision the parties shall negotiate in good faith to add a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible.

10 . Waiver Of Default
Any failure of either party at any time, or from time to time, to require or enforce the strict keeping and performance by either party of any of the terms and conditions of this Agreement shall not constitute a waiver by either party of a breach of any such terms or conditions in the future and shall not affect or impair such terms or conditions in any way, or the right of either party at any time to avail itself of such remedy as it may have for any such breach of any term or condition. No waiver of any right or remedy hereunder shall be effective unless expressly stated in writing by the waiving party.

11. Independent Contractor
Customer shall act as an independent contractor and nothing herein shall be construed to make Customer, or any of its employees, officers, directors or representatives, the agent employee or servant of Kodak.

12. Assignment
Neither party may assign this Agreement without the prior written consent of the other party. Any attempted assignment, whether by divestiture, operation of law, change of control, merger, or otherwise, in contravention of the above shall be null and void and of no force or effect. Kodak, however, may assign this Agreement without the Customer's consent to any third party which acquires all or substantially all of that portion of the business assets of Kodak to which this Agreement pertains whether by merger, reorganization, acquisition, sale or otherwise.

13. Forum
All actions arising out of or related to this Agreement must be filed in a court of competent jurisdiction in the State where the Services were delivered.

14. **Language of the Agreement**. The Parties hereto specifically require that this Agreement, and all notices and other documents related hereto, be drawn in the English language.
Les parties ci-jointes, exigent et acceptent par les présentes, que ce contrat et tous avis ou documents relatifs ou requis par les présentes, soient rédigés en langue anglaise.

15. **Renewals.** Renewals will be available at the prices and terms then in effect, as long as a Standard Maintenance Service Agreement is available.

16. **Force Majeure** With the exception of any payments due hereunder, neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of cause(s) beyond the control and without fault or negligence of the non-performing party. Such cause(s) may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics and unusually severe weather, material shortages, strikes or similar labor disruptions.

17. **Additional Terms.** These terms may be amended or supplemented only by the express agreement of the Parties, in writing and signed by each Party.

18. **Entire Agreement.** This Agreement and the terms and conditions set forth in the original equipment warranty, which are incorporated herein, represents the entire agreement and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter of this Agreement. Furthermore, in the event of a conflict of terms between this Agreement and the original equipment warranty, this Agreement shall be the controlling document.